[illegible]

MORTGAGOR [illegible]

PROVIDED ALWAYS nevertheless and it is the true intent and meaning of Mortgagor and Mortgagee that if Mortgagor shall pay or cause to be paid to Mortgagee the debt secured hereby, [illegible] determine and terminate [illegible]

IT IS AGREED that Mortgagor shall be entitled to [illegible] the Property until a Default as hereinafter defined has occurred.

MORTGAGOR further covenants and agrees as follows:

1. Assignment of Rents and Profits. As further security for the [illegible] secured by this Mortgage, Mortgagor assigns to Mortgagee all rents and profits arising from the Property [illegible] as no Default as hereinafter defined has occurred, Mortgagor shall be entitled to collect and retain such rents and profits as they become due and payable [illegible] Mortgagor shall account to Mortgagee therefor.

2. Maintenance. Mortgagor will maintain the Property in good condition and repair and will not commit or permit no waste thereof. Mortgagor will promptly repair or restore any part of the Property which is damaged or destroyed by any cause whatsoever and will pay when due all costs and expenses [illegible] Mortgagor will not remove or demolish any improvement or fixture at any time comprising part of the Property and will not alter on the Property without the express written consent of Mortgagee. Mortgagor shall comply with all [illegible] performance of the provisions of this paragraph.

3. Insurance. Mortgagor will keep all improvements and fixtures which are now or hereafter part of the Property insured by such company or companies as Mortgagee may reasonably approve for the full insurable value thereof against all risks including fire, casualty and extended coverage, flood and earthquake. Such insurance will be payable to Mortgagee as the interest of Mortgagee may appear pursuant to the New York standard form of mortgagee clause or such other form of mortgagee clause as may be required by the Mortgagee and will not be cancelable by either the insurer or the insured without at least ten (10) days prior written notice to Mortgagee. Mortgagor hereby assigns to Mortgagee the right to collect and receive any indemnity payment otherwise payable to Mortgagor upon any policy of insurance insuring any portion of the Property, regardless of whether Mortgagee is named in such policy as a person entitled to collect upon the same. Any indemnity payment received by Mortgagee from any such policy of insurance may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sum secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement, repair or restoration of the part or of the Property damaged or destroyed or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of any indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage. Mortgagor will keep the Property continuously insured as herein required and will deliver to Mortgagee the original of each policy of insurance required hereby. Mortgagor will pay each premium coming due on any such policy of insurance and will deliver to Mortgagee proof of such payment at least ten (10) days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgagor will furnish to Mortgagee at least ten (10) days prior to such expiration or termination the original of a renewal or replacement policy of insurance meeting the requirements hereof. If Mortgagor fails to insure the Property as herein required, Mortgagee may after giving ten (10) days written notice to Mortgagor so insure the Property, in the name of Mortgagor or in the name of Mortgagee or both, and the premiums for any such insurance obtained by Mortgagee shall be the obligation of Mortgagor. Upon foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any policy of insurance upon the Property and all in the custody of Mortgagee, including the right to unearned premiums, shall vest in the purchaser of the Property at foreclosure sale and Mortgagor hereby appoints Mortgagee as the attorney-in-fact of Mortgagor to assign all right, title and interest of Mortgagor in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

4. Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property, all in accordance with the terms of this Mortgage and will deliver to Mortgagee proof of payment of the same not less than ten (10) days prior to the date thereof becomes delinquent, provided, however, that Mortgagor shall be entitled to withhold payment of any such tax, assessment or charge so long as the validity of the same is being contested in good faith by appropriate proceedings during the pendency of such proceedings and Mortgagor shall [illegible] the amount of such tax, assessment or charge is payable or with Mortgagee adequate security for payment of the same together with all costs, interest and penalties, should the same be determined due and owing.

5. Expenditures by Mortgagee. If Mortgagor fails to make any payment or perform any act as herein required, or if any part of the Property, for insurance premiums, taxes, assessments or other charges, shall be subject to this Mortgage, Mortgagee may, but shall not be obligated to, pay the same and any such payment by Mortgagee shall be secured by this Mortgage and have the same lien and priority as the original debt secured hereby and bear interest from the date of payment at the applicable rate. Payments made for taxes by Mortgagee shall be a lien on the Property, in the amount of the taxes so paid, with interest from the date of payment, regardless of the lien and priority of this Mortgage. Mortgagor will pay to Mortgagee in cash on demand an amount equal to any payment made by Mortgagee pursuant hereto, with interest thereon as herein provided.

6. Condemnation. Mortgagee shall be entitled to commence, appear in and prosecute in its own name any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power of eminent domain of any part of the Property. Mortgagor hereby assigns to Mortgagee the right to collect and receive any payment or award to which Mortgagor would otherwise be entitled by reason of condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Any such payment or award received by Mortgagee may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sums secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement of the portion of the Property taken and to the repair or restoration of the remaining portion of the Property, or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of any indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.

7. Transfer. At the option of the Mortgagee, the unpaid principal balance of the Note secured by this Mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey, sell, assign, transfer or dispose of the mortgaged premises or any part thereof or any interest therein or shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor. It is understood and agreed that in consideration for the consent of the Mortgagee to any transfer of title to the mortgaged premises, the Mortgagee at its option may charge a loan transfer fee and or reduce changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this Mortgage and or the Note secured hereby.

8. Default. The occurrence of any of the following events shall be deemed a Default under this Mortgage:

(a) Failure of Mortgagor to pay any installment of principal or interest upon the Note or Notes hereby secured when due.

(b) Failure of Mortgagor to pay any other sum secured by this Mortgage when due.

(c) Failure of Mortgagor to observe or perform any covenant or agreement contained in this Mortgage or in any other agreement entered into between the Mortgagor and Mortgagee with respect to the indebtedness hereby secured, and such failure shall continue for twenty (20) days following the giving of notice by Mortgagee to Mortgagor to observe or perform the same.

(d) Adjudication of Mortgagor as bankrupt, written admission by Mortgagor of its inability to pay the debts of Mortgagor as they mature, assignment of the assets of Mortgagor for the benefit of creditors, request or petition by Mortgagor for the appointment of a receiver, trustee or conservator of the assets of Mortgagor or for reorganization or liquidation of Mortgagor, or acquiescence by Mortgagor to any such request or petition or to any other person.

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